

Government of India, Ministry of Home Affairs, Narcotics Control Bureau Indore Zonal Unit,

Narcotics Bhawan, Plote No.-13, Phase-II, Scheme No.-78, Vijay Nagar, Indore-452010

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NCB F. No.: XI/NCB/INDZU/SPPs/Adhoc-Vol-II/2024

Dated:

, May, 2025

NOTICE FOR APPLICATION

Applications are invited for appointment of advocates as Senior Public Prosecutor to represent the Narcotics Control Bureau (NCB), Indore on contract basis.

Details of eligibility criteria and other terms and conditions

1. Eligibility Criteria

b)	Public Prosecutor (PP)	Advocates with experience of Seven years or more at the Bar.
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2. Nature of Duties:

The candidates appointed as Public Prosecutor shall be required to prosecute the court cases of Chennai Zone of NCB, provide legal advice on investigation when the enquiry/investigation is underway, guide to improve the quality of evidence to be gathered during investigation, develop expertise in presenting the case for prosecution, monitor the progress of trial, submit court diaries and perform such other duties of legal nature, which may be assigned by the NCB.

3. Place of Work and Vacancies:

A total of 01 vacancy for Public Prosecutor are available at Indore.

4. Terms and Conditions:

- I. The tenure for appointment of PP shall be for 03 years or till appointment of regular PP, whichever is earlier.
- II. The PP on having accepted the offer of appointment, shall enter into a Contract, having the confidentiality clause, integrity clause and non-compete clause with the Narcotics Control Bureau.
- III. Any breach of Contract by the PP with the NCB shall be considered a sufficient ground for termination of contract.
- IV. The PP shall not be allowed to engage in private practice.

- V. Notwithstanding anything contained hereinabove, the NCB and/or the Counsel may terminate the appointment with one month's advance notice.
- VI. PP will from immediate effect handling over the charge/records to the successor on the expiry/ termination of the contract.

5 Selection Process

Only shortlisted candidates will be called for further selection process individually. An intimation in this regard shall be sent on their registered email id, and through telephone. No TA/DA will be paid to candidates for appearing at the interaction. On completion of selection process, information shall be sent to the selected candidates through e-mail and telephone.

Interested candidates may submit their application in enclosed format as per PROFORMA (scanned copy) by e-mail at zdindzu-ncb@nic.in.

PROFORMA

APPLICATION FOR APPOINTMENT OF SENIOR PUBLIC PROSECUTOR AND PUBLIC PROSECUTOR ON CONTRACT FOR.....(PLACE) IN NCB

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9.	Details of Educational Qualification						
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	Sr. No.	Name of Firm / Court	the	Duration (From MM/YY to MM/YY)	Details Nature work h	of	Contact Person of firm

11.	Total Experience of practice	(Years)
12.	Experience in handling NDPS/CRIMINAL Cases	
13.	Experience at Bar	
14.	Any other special achievement (with date) in the field of law. Mention your reportable cases.	
15.	Existing courts in which the applicant practices.	
16.	Details of empanelment with other Law Enforcement Agency (if any)	

"I hereby declare that information furnished above is true and correct in every respect and in case any information is found incorrect even partially my candidature shall be liable to be rejected. I do hereby declare that I will produce the necessary original documents viz. 12th Marksheet, Graduation Marksheet, LLB and/or LLM Marksheet, Bar Council Certificate and other necessary experience certificate(s) during the interaction/after selection and shall submit copy of the same as and when directed.

Full Name & Signature of applicant

Place:

Date:

Checklist

- Application of the candidates should be in the prescribed proforma as circulated with the vacancy circular.
- 2. Application of the candidates should be complete in every respect.
- Applicants should be having relevant experience as the case may be as per eligibility criteria prescribed.
- 4. NOC from a current employer if any.

OFFER OF APPOINTMENT

I, [Full Name], son/daughter of [Father's Name], resident of [Full Address], do hereby accept the offer of appointment as Senior Public Prosecutor/Public Prosecutor in [Zone Name] under the terms and conditions as prescribed by the NCB.

TERMS AND CONDITIONS:

1. TERM OF APPOINTMENT

The term of appointment of the Senior Public Prosecutor and Public Prosecutor would be for a period of three years or till appointment of regular Sr. PP/PP, whichever is earlier. During the period of appointment, the Sr. PP and PP would work under the overall administrative control of the NCB.

2. TERMINATION OF APPOINTMENT

The appointment of the Senior Public Prosecutor and Public Prosecutor would be terminable at any time from either side after giving one month's advance notice. NCB will have the right to terminate the contract after giving one month's notice without assigning any reason.

3. REMUNERATION FOR SENIOR PUBLIC PROSECUTOR/ PUBLIC PROSECUTOR

The Senior Public Prosecutors will be paid a consolidated amount of Rs 1,00,000/- per month and the Public Prosecutors will be paid Rs 80,000/- per month. They will not be entitled to any other allowance like House Rent Allowance, Medical Reimbursement, Leave Travel Concessions etc. However, they will be entitled to TA/DA as payable to their counterparts in the regular cadre of the NCB.

4. <u>DUTIES OF Sr. PP and PP</u>

- (i) Supervise the litigation of respective zones.
- (ii) Prosecute the Court cases of respective Zones.
- (iii) Offer legal advice to investigation when the enquiry/investigation is on.
- (iv) Improve the quality of investigation.
- (v) Develop expertise in presenting the case for prosecution.
- (vi) Monitor Court Cases and submit Court diary.
- (vii) Perform such other duties of legal nature that may be assigned by the Department..

5. <u>CONFIDENTIALITY CLAUSE</u>

The applicant on having accepted the offer of appointment shall enter into a Contract, having the confidentiality clause as given below:

Obligation of Confidentiality

The applicant shall maintain the utmost confidentiality regarding any information, documents, case details, or any other data received, accessed, or handled during the course of their appointment with the Narcotics Control Bureau (NCB).

Non-Disclosure

The applicant shall not disclose, share, or communicate any confidential information to any third party, including but not limited to individuals, organizations, media, or legal entities, without prior written consent from the NCB.

Scope of Confidential Information

Confidential information includes, but is not limited to:

> Case files, evidence, and witness details.

- Internal reports, legal opinions, and prosecution strategies.
- Official correspondences and communications.
- All information related to the NCB.

Duration of Obligation

The obligation of confidentiality shall remain in force during the period of appointment and shall continue even after the termination or completion of the appointment with the NCB.

Breach and Consequences

Any breach of this confidentiality clause shall be considered a material violation of the contract, warranting immediate termination of services. The NCB reserves the right to initiate legal proceedings and impose penalties as deemed appropriate.

INTEGRITY CLAUSE 6.

The applicant on having accepted the offer of appointment, shall enter into a Contract, also having the confidentiality clause as given below:

Commitment to Integrity

The applicant shall uphold the highest standards of integrity, honesty, and ethical conduct in all professional dealings related to their appointment with the Narcotics Control Bureau (NCB).

Avoidance of Unethical Practices

The applicant shall not engage in any unethical, corrupt, or dishonest practices, including but not limited to:

Accepting or offering bribes, gifts, or favors that may influence professional decisions.

Misrepresentation or falsification of facts in legal proceedings.

Unauthorized disclosure or misuse of official information for personal or third-party gain.

Impartiality and Fairness

The applicant shall perform his duties with absolute fairness, impartiality, and objectivity, ensuring that all legal actions and advice are free from bias, favoritism, or any undue influence.

Professional Conduct

The applicant shall:

- Maintain discipline, decorum, and professionalism in all interactions.
- Ensure due diligence and sincerity in handling duties assigned by the NCB.
- Act in a manner that upholds the reputation and credibility of the NCB.

Consequences of Violation

Any violation of this integrity clause shall be deemed a serious breach of contract, leading to:

> Immediate termination of appointment.

Debarment from future assignments with the NCB.

Legal action, if warranted, as per applicable laws and regulations.

NON- COMPETE CLAUSE

Restriction on appointment

The applicant shall not, during the term of their appointment with the Narcotics Control Bureau (NCB) and after the termination of such appointment, directly or indirectly engage in, represent, advise, or provide legal services to any individual, organization, or entity involved in those matters related to narcotics control, drug law enforcement, or any other area that conflicts with the interests of the NCB.

Restriction on Disclosure and Use of Information

The applicant shall not use, share, or disclose any confidential or privileged information acquired during their appointment with the NCB for the benefit of any competitor, third party, or personal

Consequences of Breach

Any violation of this non-compete clause shall be considered a material breach of the contract and may result in:

Immediate termination of appointment.

Legal action, including claims for damages or injunctive relief as deemed necessary by the NCB.

CRIMINAL ANTECEDENTS 8.

I hereby declare that I have no criminal cases pending against me.

PENALTIES FOR PROVEN MISCONDUCT ETC. 9.

Report to the Bar Council for professional misconduct and termination.

I undertake to fulfill my duties with diligence, integrity, and in accordance with the rules and regulations governing the position. Kindly consider this letter as my formal acceptance of the appointment.

[Name and Signature]

(Zonal Director) Narcotics Control BureauZonal Unit.